

**U.S. Department of Justice***S. Amanda Marshall**United States Attorney**District of Oregon**1000 SW Third Avenue, Suite 600  
Portland, OR 97204-2902**(503) 727-1000  
Fax (503) 727-1117*

July 28, 2014

Steven T. Wax  
 Federal Public Defender  
 101 SW Main Street, 1700  
 Portland, OR 97204

Re: *United States v. Pirouz Sedaghaty*  
 Case No. 6:05-CR-60008-02-AA  
 Agreement Letter

Dear Counsel:

**1. Parties/Scope:** This agreement is between this United States Attorney's Office (USAO) and defendant Pirouz Sedaghaty, and thus does not bind any other federal, state, or local prosecuting, administrative, or regulatory authority except as mentioned herein. This agreement does not apply to any charges other than those specifically mentioned herein.

**2. Charges:** In February 2005, a federal grand jury in Oregon indicted the Al-Haramain Islamic Foundation, Inc., defendant Sedaghaty, and co-defendant Soliman Al-Buthe, on charges relating to a financial transaction and the reporting of that transaction. Although defendant Sedaghaty was convicted at trial, the conviction was reversed and remanded for a new trial by the Ninth Circuit.

**3. Interlocking Agreements:** The parties to this agreement understand that there is a separate agreement with co-defendant Al-Haramain Islamic Foundation. Defendant Sedaghaty agrees that the USAO's obligations as set forth in this agreement are contingent upon co-defendant Al-Haramain fulfilling all the terms and conditions of its agreement with the USAO. If defendant Al-Haramain Islamic Foundation Inc. moves to withdraw its guilty plea at any time, or in any other way fails to abide by the terms and conditions of its agreement, the USAO is relieved of its obligations in this agreement and may continue its prosecution against all named defendants. Nothing in this agreement affects the prosecution of the fugitive co-defendant Soliman Al-Buthe.

**4. Dismissal/No Prosecution:** Following sentencing of co-defendant Al-Haramain, the USAO will move to dismiss the indictment against defendant Sedaghaty. The USAO further agrees not to bring additional charges against defendant in the District of Oregon arising out of this investigation, known to the USAO at the time of this agreement. The USAO agrees that it will forward the order of dismissal in this case to persons or entities if requested to do so by counsel for Mr. Sedaghaty.

*United States v. Pirouz Sedaghaty*

Agreement Letter

Page 2

**5. Waiver of Civil Damage Claims/Conflict of Interest Waiver:** Defendant Pirouz Sedaghaty, and anyone acting on his behalf, agrees to release and hold harmless the United States, its officers, agencies, employees, and former employees, whether individually or in their official capacity, from and against any liability or further or future litigation in connection with the investigation and prosecution of this case.

**6. Additional Agreements:** In consideration of and in exchange for the promises set forth above, the USAO makes the following promises and representations. First, the USAO will not oppose defendant's application for return of \$19,235 which he previously paid to the court as partial reimbursement for court appointed attorney's fees. Second, the Internal Revenue Service will return \$601.81 in restitution which defendant has paid toward his restitution obligation, following dismissal of the case. The USAO agrees to make the necessary application to cause that refund to occur. Third, the government represents that the Al-Haramain settlement represents settlement of all tax claims arising out of the transaction in this case, and that accordingly there will be no civil tax liability assessed against defendant Pirouz Sedaghaty as a result of that transaction.

**7. Breach of Plea Agreement:** If defendant breaches the terms of this agreement, or commits any new criminal offenses after signing this agreement, the USAO is relieved of its obligations under this agreement.

**8. Memorialization of Agreement:** No promises, agreements or conditions other than those set forth or referred to in this agreement will be effective unless memorialized in writing and signed by all parties listed below or confirmed on the record before the Court. If defendant accepts this offer, please sign this letter.

Sincerely,

S. AMANDA MARSHALL  
United States Attorney

Kent S. Robinson  
First Assistant United States Attorney

7/29/14  
Date

\_\_\_\_\_  
Defendant Pirouz Sedaghaty

7/29/14  
Date

\_\_\_\_\_  
Steven T. Wax  
Attorney for Defendant